

ORIGINAL

AGREEMENT

Between

THE TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

and

COMMUNICATIONS OPERATORS ASSOCIATION

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JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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Prepared By:

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PREAMBLE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Township or Employer), and COMMUNICATIONS OPERATORS ASSOCIATION (hereinafter called the Association).

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ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive majority representative for all Public Safety Telecommunicators in the Communications Center of the Township within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1. et seq.

B. The terms of "member," and/or "employee" as used herein shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative Control of the Government and its properties and facilities and the activities of its employees; and
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and
3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this agreement and by the laws and Constitution of New Jersey and of the United States.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### **A. Purpose**

1. The purpose of the grievance procedure is to secure at the lowest possible level and in an efficient and timely fashion; equitable solutions to problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Employee's department.

##### **B. Definition**

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual employee or group of employees.

##### **C. Steps of the Grievance Procedure**

In order to guarantee timely and efficient solutions, the time limits set forth below for the grievance procedure will be strictly enforced, unless the time limits are extended by written mutual consent of the Township and the aggrieved employee. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by written mutual consent:

) The employee or representative must file a grievance in writing with the Township within fifteen (15) calendar days of the occurrence of the event that is being grieved. Failure to act within fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance and all rights to file a grievance shall be lost.

#### Step 1

Within five (5) working days of the receipt of a grievance by the Township, the aggrieved employee, the Association and the Department Head of the employee shall meet to resolve the grievance. If the aggrieved employee is not satisfied with the disposition of the grievance at the meeting with his/her Department Head, or if no meeting has taken place within five (5) days of the filing, within ten (10) working days after filing the grievance, the aggrieved employee must notify the Township in writing of his/her desire to pursue said grievance through Step 2 or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost.

#### Step 2

Within five (5) working days of the notice to pursue Step 2, the Township Administrator, the aggrieved employee's Department Head, the aggrieved employee and the Association shall meet to resolve the grievance. The Township Administrator shall advise

the employee of his/her decision in writing within ten (10) working days of the meeting.

Within sixteen (16) working days of the notice to pursue Step 2, if the aggrieved employee is not satisfied with the disposition of the grievance, or if no decision has been rendered, or if no meeting has taken place, the aggrieved employee must notify the Township in writing of the employee's desire to pursue the grievance to Step 3 or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost.

### Step 3

Within twenty-one (21) calendar days of the notice to pursue Step 3, the Mayor and Township Council shall render an opinion regarding the grievance in writing.

If the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered within twenty-one (21) calendar days after the notice to pursue Step 3, the Association must submit the grievance to Arbitration with the New Jersey Public Employment Relations Commission (PERC) or the New Jersey State Board of Mediation within fifteen (15) working days or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost. Only the Association on behalf of an individual employee or group of employees can submit a grievance to Arbitration. The selection of the arbitrator shall be conducted in



accordance with the rules and regulations of PERC or the New Jersey State Board of Mediation.

Grievances may only be submitted to arbitration when an arbitrator would have jurisdiction over the grievance because the grievance arises over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

The decision of the appointed arbitrator shall be final and binding upon the parties subject to law. The cost of the arbitrator's fee shall be borne equally by the Association and the Township and all other expenses incurred by either side, including the presentation of witnesses, shall be borne by the side incurring the same.

The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning and decision on the issues submitted. In deciding grievances, the arbitrator shall be without the power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement, the Township's rules, regulations, policies, procedures or federal, state, local law or administrative code provisions, or limiting or interfering in any way with the powers, duties and responsibilities of the Township. Only one (1) issue may be submitted to an arbitrator unless the parties agree otherwise.

In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the Association files for arbitration. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred by the Township and the Association shall be paid for by the Association.

#### ARTICLE IV

#### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), sick-out, mass absenteeism, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, sick-out, mass absenteeism, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, sick-out, mass absenteeism, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or

in equity for injunction, or damages or both, in the event of such breach by the Association or its members.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

A. Employees shall be assigned at the discretion of the Police Chief to work eight (8) hour shifts of four (4) consecutive days on and two (2) consecutive days off or five (5) consecutive days on and two (2) consecutive days off.

B. Hours worked in excess of those regularly scheduled as provided in Section A. shall be deemed overtime, provided such work has been authorized, and shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay.

C. The Chief of Police may within his/her discretion hold over a Public Safety Telecommunicator as he/she deems necessary. A Public Safety Telecommunicator who is held over will have the choice of either receiving 1 ½ times his/her regular hourly rate of pay, or compensatory time at the rate of 1 ½ times the number of hours worked. Compensatory time earned under this section may be used with the approval of the on-duty supervisor which will not be unreasonably withheld. The maximum amount of compensatory time that an employee can accumulate and bank is twenty (20) working hours, for a maximum of thirty (30) hours of compensatory time.

## ARTICLE VI

### VACATION LEAVE

- A. Employees shall receive vacation, with pay, according to the following schedule:

Upon being hired, an Employee will be credited with one vacation day for each month of anticipated service up to December 31. Employees hired on or before the 15<sup>th</sup> day of the month shall get credit for one vacation day for the month in which the employee is hired. Employees hired on or after the 16<sup>th</sup> day of the month shall not receive any vacation day credit for the month in which the employee is hired.

On January 1 of the 2<sup>nd</sup> through the 10<sup>th</sup> calendar years of service employees will be credited with thirteen (13) vacation days for the year.

On January 1, of the 11<sup>th</sup> through the 20<sup>th</sup> calendar years of service employees will be credited with nineteen (19) vacation days for the year.

On January 1 of the 21<sup>st</sup> calendar year of service and each January 1 thereafter employees will be credited with twenty-one (21) vacation days for the year.

- B. The total years of service after permanent appointment shall be used in determining annual vacation leave.

C. Although vacation will be credited to employees for their use upon being hired and thereafter at the beginning of each calendar year, vacation is not earned until the employee works the complete calendar year. Therefore, upon separation from employment vacation will be prorated  $((\text{number of vacation days credited} / 12 \text{ months}) \times (\text{number of months worked}))$  to determine the amount of vacation earned. Employees are responsible to reimburse the Township for any unearned used vacation upon separation from employment.

- D. When in any calendar year the annual vacation leave or any part thereof is not granted and taken because of pressure of work or other emergency situation,

) such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual Employee and shall be taken during the next succeeding calendar year only or it will be lost.

## ARTICLE VII

### HOLIDAY PAY

A. Every employee shall be granted thirteen (13) holidays' pay, in lieu of time off, for the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day
13. Floating Holiday

B. Holiday pay shall be compensated at the hourly rate of pay established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent of eight hours paid time for each holiday.

C. Holiday pay shall be paid once each year with the first pay in December. Employees will be paid for all holidays, heretofore recited in Paragraph A, as long as the employee was employed during the time the holiday occurred. Any employee who receives holiday pay for the year, but terminates his/her employment before December 25 shall reimburse the Township for one day's pay representing the Christmas Day holiday pay received.

D. Unless removed for cause, employees who separate from employment with the Township during the calendar year shall be paid for the number of holidays that occurred during year up to the date of separation.



) Employees terminated for cause during the calendar year shall not receive or be entitled to any holiday pay.

E. Employees will not receive holiday pay if the employee calls out sick the first day in which they are schedule to work immediately before or after the holiday unless the employee provides a doctor's note verifying his/her illness and inability to work.

F. Holiday pay shall not be considered together with regular pay for pension purposes.

G. Holiday pay shall be paid notwithstanding the fact that an Employee is receiving the maximum salary provided in the regular salary ordinance.

## ARTICLE VIII

### SICK LEAVE

A. New employees shall receive one sick day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half of a sick day if they begin work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month, and no sick day credit if they begin work of the 24<sup>th</sup> day to the end of the month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

C. Sick leave may be taken, when needed, for the following purposes:

1. Personal Illness;
2. Exposure to contagious disease, and
3. Care of a seriously ill member of the employee's immediate family, residing in the employee's home, who requires the employee's care or attendance.

D. Although sick days will be credited to employees for their use upon being hired and thereafter at the beginning of each calendar year as described above, sick days are not earned until the employee works the complete calendar year. Therefore, upon separation from employment sick days will be prorated ((number of sick days credited/12 months) X (number of months worked)) to determine the amount of sick days earned. Employees are responsible to reimburse the Township for any unearned used sick days upon separation from employment.

) E. An employee who has been absent on sick leave for three (3) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness. In addition, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

F. Employees will not receive holiday pay if the employee calls out sick the first day in which they are schedule to work immediately before or after the holiday unless the employee provides a doctor's note verifying his/her illness and inability to work.

G. Employees who use more than seven (7) sick days within one calendar year must provide a doctor's note verifying his/her illness and inability to work for every sick day utilized thereafter until the end of the calendar year.

H. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

I. The Township will offer a buy-back of five (5) days sick time per year under the condition that ten (10) days would be removed from Employee bank in exchange for the five (5) day's pay and that five (5) days would be bought back only if no sick days had been used during the preceding year. If sick days are used, the amount that would be able to be bought back would be reduced by one (1) day for each sick day used. A minimum of fifteen (15) days or one year's accumulation of sick time have to be maintained in the individual Employee's sick day bank to utilize this provision.

ARTICLE IX

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties and that such disability is established by the Township Physician.

ARTICLE X

DEATH IN FAMILY LEAVE

A. A leave of absence of five (5) consecutive working days, one (1) day of which must include either the day of death or day of the funeral, shall be granted to each employee upon the death of a member of the immediate family.

B. Immediate family for purposes of this Article is defined as: mother, father, sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, grandparents, stepparents, or stepchildren.

C. A leave of absence of one (1) working day for the day of the funeral for an Aunt or Uncle.

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ARTICLE XI

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

ARTICLE XII

PERSONAL LEAVE

A. New employees shall receive one personal leave day for each three months of anticipated employment up to December 31 of the first calendar year of employment. This amount shall not be prorated. Thereafter, on January 1 of each year, in anticipation of continued employment, employees shall be credited with 4 personal leave days.

B. Requests for personal day leave shall be submitted, in writing, to the Department Head at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Department Head, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

C. Personal leave days shall not accumulate to the credit of the individual Employee from year to year and if not taken during the calendar year, shall be lost.

D. In the event an Employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

## ARTICLE XIII

### HEALTH, DENTAL AND PRESCRIPTION DRUG

#### A. Health Insurance and Dental Insurance

1. The Township shall provide individual as well as family health insurance coverage to all employees. The Township reserves the right to change insurance plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

2. All Employees hired as of June 1, 2007 shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan after the next open enrollment period (anticipated to be June 2007) will be required to pay the cost difference between the Traditional and Direct Access based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.). The Township will not reimburse Federal Medicare Part B premiums for any employee who retires after June 1, 2007. This paragraph will not effect benefits provided to employees who retire before June 1, 2007.

3. All Employees hired after June 1, 2007, will only have the ability to enroll in the Direct Access Plan and must pay 15% of the Township's cost of providing their health benefits based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.).

4. The Township agrees to pay the premium charges for retirees and their dependents, but not including survivors, if such employees retired after twenty-five (25) years or more of service credited in the retirement system with at least 10 years of service with the Township, and for employees who retired on disability pensions based on fewer years of service



) credited in such retirement system. Employees hired after June 1, 2007 will be required to pay 15% of the cost of this benefit.

5. The Township agrees to provide dental insurance coverage up to a maximum of \$550.00 per Employee. The difference between the Employer contribution and the actual cost shall be borne by the Employee. The Township reserves the right to change plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

B. Prescription Program

Employees agree to use the BeneCard Plan for his/her prescription drugs. Coverage under such Plan will be based upon the employee's status (family, husband/wife, parent/child, parent/children, single, etc.). The BeneCard Plan provides for a co-payment for each prescription of \$5.00 for generic drugs and \$10.00 for name brands. The Township reserves the right to change plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

## ARTICLE XIV

### LONGEVITY

A. For those employees hired prior to November 15, 1993 a longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	2%
After ten (10) years of service	4%
After fifteen (15) years of service	6%
After twenty (20) years of service	8%
After twenty-five (25) years of service	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

) G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

I. The longevity program is not provided to those employees hired after November 15, 1993.

ARTICLE XV

RETIREMENT

Qualified employees shall retain all pension rights under New Jersey Law.

## ARTICLE XVI

### SALARIES

All employees shall have a salary range of seven steps:

- a. Base salary first step from date of hire
- b. Second step at three months service
- c. Third step at six months service
- d. Fourth step at two years service
- e. Fifth step at three years service
- f. Sixth step at four years service
- g. Seventh step at five years service.

The salary for all employees covered by this agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

ARTICLE XVII

DRUG AND ALCOHOL TESTING

All employees are subject to drug and alcohol testing as set forth in the Township's Drug and Alcohol Testing Policy.

ARTICLE XVIII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to Employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ORIGINAL

ARTICLE XXI

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2009. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this 14th Day of

May, 2007.

COMMUNICATION OPERATORS  
ASSOCIATION

By: Thomas Bulgin

Attest:

Jan 4/07  
5-9-07

TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

By: Raymond M. Carr  
Mayor

Attest:

Louise Palagano  
5/4/07

ORIGINAL

## SCHEDULE A

### SALARIES

A. The following salary ranges shall be fixed and paid as follows:

Position Title	Salary Range Per Hour Effective January 1, 2006	Salary Range Per Hour Effective January 1, 2007
Sr. Public Safety Telecommunicator (Formerly Sr. Communicator Operator)	\$21.12 - 23.76	\$21.96 - 24.71
Public Safety Telecommunicator (Formerly Communication Operator)	\$13.78 - 22.40	\$14.33 - 23.30
Public Safety Telecommunicator Trainee	\$13.78 - 22.40	\$14.33 - 23.30
Position Title	Salary Range Per Hour Effective January 1, 2008	Salary Range Per Hour Effective July 1, 2008
Sr. Public Safety Telecommunicator (Formerly Sr. Communicator Operator)	\$22.40 - 25.20	\$22.96 - 25.83
Public Safety Telecommunicator (Formerly Communication Operator)	\$14.62 - 23.77	\$14.99 - 24.36
Public Safety Telecommunicator Trainee	\$14.62 - 23.77	\$14.99 - 24.36
Position Title	Salary Range Per Hour Effective January 1, 2009	Salary Range Per Hour Effective July 1, 2009
Sr. Public Safety Telecommunicator (Formerly Sr. Communicator Operator)	\$23.42 - 26.35	\$24.01 - 27.01
Public Safety Telecommunicator (Formerly Communication Operator)	\$15.29 - 24.85	\$15.67 - 25.47
Public Safety Telecommunicator Trainee	\$15.29 - 24.85	\$15.67 - 25.47

2006 -  
 2007 - 4%  
 2008 - 2.0%  
 2009 - 2.0%

2006 - 2.0%  
 2007 - 2.5%  
 2008 - 2.0%  
 2009 - 2.5%